

STATE OF INDIANA	)	MARION SUPERIOR COURT
	) SS:	
COUNTY OF MARION	)	CAUSE NO.:
	)	
SHARI McLAUGHLIN,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
Major General COURTNEY CARR,	)	
	)	
Defendant.	)	

**COMPLAINT FOR DAMAGES AND REQUEST FOR JURY TRIAL**

Plaintiff, Shari McLaughlin (hereinafter “McLaughlin”), by counsel, files her complaint for her Complaint for damages suing Defendant Major General Carr, The Adjutant General of the Indiana National Guard, in his individual capacity as follows:

This action is for damages against Major General Courtney Carr for tortious interference with McLaughlin’s business relationship with her employer (employment contract), and for defamation *per se*.

**JURISDICTION AND VENUE**

1. The Court has jurisdiction over this proceeding.
2. The Court has personal jurisdiction over the parties.
3. McLaughlin resides in Marion County, Indiana.
4. At all times relevant to his action Defendant Major General Carr was working as an employee for the state of Indiana in Marion County, Indiana.
5. On April 2, 2019, McLaughlin, by counsel, sent to Defendant, Major General Carr, a Tort Claims Notice as provided for under Indiana Code 34-13-3-6 via certified mail.

6. On May 14, 2019, the Office of the Attorney General, State of Indiana notified McLaughlin that her claim was denied.
7. McLaughlin has fulfilled her obligation to exhaust administrative remedies.

### **STATEMENT OF FACTS**

8. McLaughlin incorporates by reference paragraphs 1 through 7 above.
9. In or around May 2017, McLaughlin accepted a position as Family Assistance Specialist (FAS) with Skyline Unlimited.
10. Skyline is a government contractor servicing the Indiana National Guard.
11. As a FAS, McLaughlin worked out of the Tyndall Armory in Indianapolis, IN.
12. Tyndall Armory is the headquarters for the J9 (Family Programs) within the Indiana National Guard.
13. Ms. Noelle Butler was McLaughlin's first-line supervisor.
14. At the time of her hiring, McLaughlin was paired with an in-house mentor, FAS Colleen Nicholson.
15. In or around July 2017, Nicholson began a sexual relationship with The Adjutant General (TAG), Major General Courtney Carr.
16. Nicholson shared with McLaughlin explicit dialogue between Nicholson and TAG Carr which included sexual images, videos, texting, rendezvous times and locations, and plans to add a third male party to their liaisons.
17. On or around September 12, 2017, McLaughlin attended the Battleminds to Home Mental Health Summit convention held at the Marriott East Convention Center in Indianapolis, IN.

18. During the convention, Nicholson sent McLaughlin a text asking her to keep an eye on a storage room door at the Marriott East Hotel Convention Center.
19. Nicholson and Major General Carr, who was in military uniform, emerged from the storage room later, smoothing their clothing and straightening their hair. Both Nicholson and Carr appeared disheveled upon exiting the storage room.
20. Later, Nicholson unilaterally told McLaughlin that she and Major General Carr had sex at the hotel during the convention and that it included mutual tactile sexual manipulation, oral sex, and traditional penetration.
21. At the time of Carr's sexual affair with Nicholson, Nicholson was married to a retired active duty soldier.
22. In or around mid-March 2018, McLaughlin requested to meet with LTC William Poag to report Noelle Butler's intimidation and harassment towards her.
23. LTC Poag met with McLaughlin in mid-March 2018.
24. During his meeting with her, McLaughlin disclosed to him that Butler had been "bragging" about her affair with him.
25. LTC Poag admitted that he had had sex with Butler.
26. On or around May 14, 2018, Colonel DeRue, from the office of the Indiana National Guard Inspector General, interviewed McLaughlin in her office at Tyndall Armory as part of an Army Regulation 15-6 Investigation.
27. Colonel DeRue was investigating a report that Sergeant First Class (SFC) Brandon Ledbetter, a member of the J9 staff, was having an illicit sexual affair with Noelle Butler, a civilian employee and McLaughlin's first-line supervisor.

28. Colonel DeRue was also investigating a report that LTC William Poag, the J9 Officer in Charge, was having an illicit sexual affair with the same Noelle Butler who was having a sexual affair with SFC Ledbetter. Butler was a subordinate civilian employee working under LTC Poag.
29. At the time of her affairs with SFC Ledbetter and LTC Poag, Noelle Butler was married to then Master Sergeant Joshua Butler and since promoted to Sergeant Major, also of the National Guard.
30. During Colonel DeRue's interview of McLaughlin in May 2018, while discussing the working environment at Tyndall Armory generally and the inappropriate relationships, McLaughlin confirmed that she was aware of the illicit affairs between Poag and Butler and Ledbetter and Butler.
31. During the same interview McLaughlin regarding the inappropriate sexual affairs, McLaughlin disclosed information about the sexual relationship between Nicholson and TAG Carr.
32. Upon hearing this information, Colonel DeRue appeared stunned and told McLaughlin that her information was beyond the scope of his investigation and that he would have to report it to his higher-ups.
33. He also told her that he would not include the information regarding the affair between Carr and Nicholson in her written statement that he would be preparing relative to his investigation.
34. Subsequent to her interview with Colonel DeRue, McLaughlin discovered that someone had entered her locked office after hours and without her permission. McLaughlin's

office is required to be locked at all times because of the sensitive nature of the information, including personal identifiable information (PII), contained in her office.

35. On or around June 18, 2018, McLaughlin met with Colonel DeRue and Captain Cline to discuss the unauthorized entry into McLaughlin's locked office as well as the ongoing intimidation and harassment by personnel at the armory, including SFC Ledbetter, Noelle Butler, and LTC Poag.
36. The parties involved, MG Carr, LTC Poag, Nicholson, Butler, and SFC Ledbetter, all became aware of McLaughlin's statement to Colonel DeRue regarding their sexual affairs.
37. McLaughlin subsequently lodged a complaint of the illicit affairs with the Department of the Army Inspector General's office.
38. Nicholson, MG Carr, LTC Poag, Noelle Butler, and Ms. Belinda Ireland embarked on a program of retaliation, including surveilling McLaughlin and demanding that McLaughlin notify her supervisor whenever she was not going to be physical present in her office.
39. On April 26, 2018, Ms. Belinda Ireland, issued an unwarranted write-up against McLaughlin based on false accusations by Noelle Butler, McLaughlin's first-line supervisor.
40. Ireland accused McLaughlin of Absenteeism/Tardiness, Rudeness to Customers/Co-Workers, and violation of Basic Standard of Conduct behaviors.
41. McLaughlin submitted documents to Ireland in rebuttal to Ireland's false allegations. However, Ireland ignored them and refused to withdraw the bogus write-up.

42. Prior to Ireland issuing the bogus write-up, McLaughlin had complained to Ireland about the hostile work environment created by Noelle Butler.
43. Realizing that the retaliation and intimidation would not stop, McLaughlin resigned her position, effective July 6, 2018, because the work environment had become too unsafe and toxic for her to continue to function in her role.
44. On or around August 29, 2018, McLaughlin was offered and accepted a position with Alutiiq Global Solutions and Professional Training as the Indiana State Coordinator for the Building Healthy Military Communities (“BHMC”) program. The BHMC program was to be administered within the Indiana National Guard Personnel Directorate, J1.
45. Alutiiq was a federal contractor who was contracted by the Department of Defense (“DoD”) to administer the DoD BHMC program in several states.
46. On or about September 10, 2018, The Adjutant General (TAG) of the Indiana Army National Guard, Major General Courtney Carr, contacted Alutiiq to tell them that the Guard would decline to have the BHMC program run by Alutiiq, McLaughlin’s employer, in Indiana if McLaughlin was the State Coordinator.
47. On or around September 10, 2018, following an orientation trip to Washington, D.C., Jose Chacon, General Manager at Alutiiq, called McLaughlin who informed her she was not to report to work the next day.
48. Chacon stated that the Contracting Officer’s Representative emailed him and told her that MG Carr had called and told them that McLaughlin was “unfit to represent the state” and that she was terminated.

49. Alutiiq terminated McLaughlin on or about September 10, 2018 based upon Carr's stated desire that they terminate McLaughlin because she was "unfit to represent the state," or words to that effect.
50. Carr knew McLaughlin was employed by Alutiiq and was in a business relationship with Alutiiq due to her employment contract with Alutiiq.
51. Carr intentionally interfered with McLaughlin's business relationship with Alutiiq by threatening to terminate Alutiiq's contract to conduct business in the state of Indiana.
52. McLaughlin suffered damages as a result of Carr's interference in her business relationship with Alutiiq.

#### **TORTIOUS INTERFERENCE WITH CONTRACT**

53. McLaughlin incorporates by reference paragraphs 1 through 52 above.
54. On or around August 29, 2018, McLaughlin was offered and accepted a position with Alutiiq Global Solutions and Professional Training, a government contractor.
55. The offer of employment was a valid and enforceable contract.
56. TAG Carr knew of the existence of the contract.
57. TAG Carr knew McLaughlin had knowledge of his inappropriate relationship with Nicholson.
58. TAG Carr intentionally induced breach of McLaughlin's contract with Alutiiq without legal justification and for personal reasons of a vendetta against McLaughlin for having reported his illicit sexual affair with a married woman and who was working for the Indiana National Guard.

59. Carr intentionally interfered with McLaughlin's employment contract by threatening to pull the contract with Alutiiq if Alutiiq continued to employ McLaughlin.
60. In doing so, Carr was acting outside the scope of his employment as The Adjutant General of the Indiana Army National Guard.
61. Carr's conduct was malicious.
62. Alutiiq accommodated TAG Carr's request and terminated McLaughlin's employment.
63. McLaughlin suffered damages in the form of lost income, lost benefits, insomnia, anxiety, and damage to her reputation as a result of TAG Carr's inducement of the breach.

#### **DEFAMATION**

64. McLaughlin incorporates by reference paragraphs 1 through 52 above.
65. Carr committed defamation *per se* when he defamed McLaughlin's professional reputation by communicating to Alutiiq and Darla Siegel that McLaughlin was "unfit to represent the state." Darla Siegel was serving as the Contracting Officer's Representative at the time.
66. Siegel relayed Carr's statement to Alutiiq officials.
67. MG Carr knew the statement was false at the time he published it.
68. McLaughlin suffered damages resulting from TAG Carr's defamatory statement.

#### **RELIEF**

WHEREFORE, McLaughlin requests judgment in her favor against Defendant and that the following be awarded:

- a. Damages, including punitive damages, resulting from MG Carr's tortious interference with McLaughlin's employment contract.



- b. Damages, including punitive damages, related to MG Carr's defamation regarding McLaughlin's professional reputation;
- c. McLaughlin's costs of this action including reasonable attorney's fees with interest, and any other such relief as the court may deem just, proper, and equitable;
- d. All such relief as the Court deems necessary and proper in the public interest, including injunctive relief against further retaliation.

**DEMAND FOR JURY TRIAL**

McLaughlin demands trial by jury on all issues and questions so triable.

Respectfully submitted,

/s/Tae Sture

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